

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 19-Jan-2012	4. REQUISITION/PURCHASE REQ. NO. 1300242486	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 matthew.kopp@navy.mil 850-636-6115	CODE N61331	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Technical Systems Integration 816 Greenbrier Circle, Suite 208 Chesapeake VA 23320		9A. AMENDMENT OF SOLICITATION NO.
CAGE CODE 0WWWV3 FACILITY CODE		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4147-HR10
		10B. DATED (SEE ITEM 13) 17-Nov-2011

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or  
(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
SEE SECTION G

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Titled 'Limitation of Funds'

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Donald Bickford, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Donald Bickford (Signature of Contracting Officer)	16C. DATE SIGNED 20-Jan-2012
(Signature of person authorized to sign)			

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## GENERAL INFORMATION

The purpose of this modification is to incorporate incremental funding in the amount of **\$260,000** and incorporate SLIN **400002**. Accordingly, said Task Order is modified as follows:

	FROM	BY	TO
FUNDED LABOR	\$ 96,731.39	\$ 251,501.61	\$348,233.00
FUNDED FEE	\$ 3,268.61	\$ 8,498.39	\$ 11,767.00
FUNDED ODC	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL FUNDED	\$100,000.00	\$260,000.00	\$360,000.00

The Limitation of Funds Clause is in effect. This Task Order is incrementally funded and FAR Clause 52.232-22 titled "Limitation of Funds" (APR 1984) is applicable and in effect. The amount of funding, **\$360,000.00** which includes a fixed fee of **\$11,767.00** is the maximum amount reimbursable under this Task Order prior to its modification to provide additional funds. The amount of **\$360,000.00** shall not be exceeded until this Task Order is modified to provide additional funding. This amount shall only be exceeded at the Contractor's own risk and the Government shall not be liable for costs incurred above the funded amount. The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the funded amount for this Task Order.

The performance period for this task order is identified in Section F 'Deliverables or Performance'.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$100,000.00 by \$260,000.00 to \$360,000.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400002	PMC	0.00	260,000.00	260,000.00

The total value of the order is hereby increased from \$2,620,813.97 by \$0.00 to \$2,620,813.97.

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Provide services for Marine Corps Engineer Systems Technical Area Expert Logistics Support in accordance with Section C: Performance Work Statement and attached DD Form 254 and Contract Data Requirement List (CDRL). Base Year. See Section B Note A. (TBD)	43507.0	LH	\$2,007,624.92	\$67,838.73	\$2,075,463.65
400001	INCREMENTAL FUNDING (PMC)					
400002	Incremental Funding (PMC)					
4001	Provide services for Marine Corps Engineer Systems Technical Area Expert Logistics Support in accordance with Section C: Performance Work Statement and attached DD Form 254 and Contract Data Requirement List (CDRL). Award Term 1. See Section B Notes A & B. (TBD) Option	43507.0	LH	\$2,038,298.23	\$69,196.26	\$2,107,494.49
4002	Provide services for Marine Corps Engineer Systems Technical Area Expert Logistics Support in accordance with Section C: Performance Work Statement and attached DD Form 254 and Contract	43507.0	LH	\$2,069,449.77	\$70,578.67	\$2,140,028.44

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Data Requirement  
List (CDRL).  
Award Term 2. See  
Section B Notes A  
& B. (TBD)  
Option

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Other Direct Cost (ODC) amount for Travel and Material for CLIN 4000/Base Year. See Section B Note C. (TBD)	1.0	LO	\$545,350.32
6001	Other Direct Cost (ODC) amount for Travel and Material for CLIN 4001/Award Term 1. See Section B Notes B & C. (TBD) Option	1.0	LO	\$572,617.06
6002	Other Direct Cost (ODC) amount for Travel and Material for CLIN 4002/Award Term 2. See Section B Notes B & C. (TBD) Option	1.0	LO	\$601,247.42

**HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010)**

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this

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contract.

**(End of Text)**

NOTES:

**NOTE A: LEVEL OF EFFORT**

For Labor Items, Offerors shall propose the level of effort specified for this CLIN in this Section B. The CLIN structure and corresponding level of effort in this Section B reflects the task order structure that will be awarded to each successful offeror. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these Items.

**NOTE B: OPTION**

CLIN which may be awarded in accordance with the conditions for options contained in the attached Quality Assurance Surveillance Plan (QASP).

**NOTE C: ODC**

Other Direct Costs shall be proposed in accordance with Section L. These Items are non-fee bearing CLINs and shall be priced as cost-only. Non-fee bearing refers to fee (i.e., profit), not allowable indirect costs or burdens.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### PERFORMANCE WORK STATEMENT FOR MARINE CORPS ENGINEER SYSTEMS (MC ES) TECHNICAL AREA EXPERT (TAE) LOGISTICS SUPPORT

#### 1.0 SCOPE

The Memorandum of Agreement (MOA) between Director, Marine Corps Systems Command (MCSC) Product Group (PG) 15 and Commander, Naval Surface Warfare Center, Panama City Division (NSWC PCD) states under Delegation of Authority that NSWC PCD will function as a Technical Area Expert (TAE) and further assigns the following engineering roles to NSWC PCD in support of MCSC, PG 15, Engineer Systems (ES):

- Design Agent (DA)
- Acquisition Engineering Agent (AEA)
- In-Service Engineering Agent (ISEA)
- Software Support Activity (SSA)

At a minimum this requirement covers the following systems and equipment (additional new systems or equipments may be included during the period of performance) :

- Assault Breaching Vehicle
- Mine Roller
- MK 154
- Mine Detectors
- Banshee/High Voltage Energy (HVE)
- Vehicle Mounted Mine Detector (VMMD)
- Route Clearance Blade
- Spider
- Joint Assault Bridge

The scope of this Performance Work Statement (PWS) is to provide applicable logistical support. Marine Corps Logistics Command (MARCORLOGCOM) and the Defense Logistics Agency (DLA) are the designated logistical support for the MC ES, this Task Order only provides surge support to meet MC ES demands until MARCORLOGCOM and DLA can provide sustainment support.

#### 2.0 APPLICABLE DOCUMENTS

The following documents form a part of this PWS to the extent specified herein. In the event of conflict between the document referenced herein and the contents of this PWS, the contents of this PWS shall take precedence.

**2.1 Military Standards** - Compliance with these standards is mandatory:

- (a) MIL-STD-129P with Change 4, Military Marking for Shipment and Storage dated 19 Sept 2007
- (b) MIL-STD-2073-1 with Change 1, Standard Practice for Military Packaging dated 07 Jan 2011

**2.2 Military Specifications:** None

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### 2.3 Other Documents – The following document is for guidance only:

- (a) ASTM-D3951-10, Standard Practice for Commercial Packaging dated 15 Aug 2010
- (b) Techamerica Standard GEIA-STD-0007-A dated 18 Nov 2010
- (c) Techamerica Standard GEIA-HB-0007-A dated 1 Mar 2010

(Copies of Techamerica Standard documents are available at [www.geia.org](http://www.geia.org))

(Copies of ASTM documents are available from [www.astm.org](http://www.astm.org) or American Society for Testing and Materials International, 100 Barr Harbor Drive, West Conshohocken, PA 19428-2959.)

(Copies of Military Standards, Specifications, and Handbooks are available free of charge at the Defense Logistics Agency Document Service ASSIST Database at <https://assist.daps.dla.mil/online/start/>.)

### 3.0 REQUIREMENTS

The Contractor shall coordinate with the Contracting Officers Representative (COR) and Contract Specialist to conduct a kick-off meeting within ten working days after the award of the task order to review the terms and conditions, Performance Work Statement (PWS) and Contract Data Requirements List (CDRL) requirements for this task order. This meeting's date, time, and location shall be determined at time of award.

The Contractor shall provide the personnel, materials, equipment, and services to provide a level of effort of logistics and material support for the Marine Corps (MC) Engineer Systems (ES) Engineering Agent Support (EAS). The Contractor shall support NSWC PCD as the collector and disseminator of technical and logistical information, providing various design and analyses as required. The Contractor shall document, maintain and deliver the historical data in performance of this order. The Contractor shall provide the required support utilizing a standard forty hour work week. Overtime shall be pre-approved by the Government before overtime is worked. The Contractor shall provide a level of effort of support to perform within the following task areas.

#### 3.1 Task Area #1 - Logistics Support

The Contractor shall, in accordance with GEIA-STD-0007-A, provide the Government with logistical resources to provide recommendations and assistance with integrated logistical support to include efforts such as notification of implications of introducing the MC ES systems into the procurement and supply systems. The Contractor shall develop and deliver initial draft logistical documents to the Government.

The Contractor shall technically support the Government with updates to Logistical Documents and products as directed by the Government.

To facilitate comprehensive evaluation of system performance and the researching of associated issues, the Contractor shall maintain the following raw data and deliver as requested for evaluation by NSWC PCD personnel. Data to be collected: Configuration of parts to individual equipment, systems' various configurations, parts usage and cost history, equipments' supported maintenance philosophy, vendor information, part specifications, S&TE information, outfitting searches, or other data as requested by the government. (CDRL A001)

##### 3.1.1 Required Parts, Support, Test Equipment List (RPSTL) Updates

Parts lists and Illustrated Parts Breakdowns drawings delineate the equipment required by the USMC for safety, damage control, required equipment, support equipment applicable to system operations, and tooling and testing equipment for operational and maintenance sustainability. Life cycle activities generate requirements for revising these documents (e.g., changes in missions, upgrade in equipment, changes in maintenance philosophies, changes in vendors, etc.) The contractor shall:

- (a) Develop reports on suggested initial parts lay-in for new systems and engineering changes;
  - (b) Redline parts lists and technical data; and
  - (c) Develop Marine Interactive Computer Aided Provisioning System (MICAPS) revision files for submittal by the Government.
- (CDRL A001)

##### 3.1.2 Sources of Supply and Supply Support

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The Contractor shall support NSWC PCD in the following areas:

- (a) Conducting a desktop repair analysis or maintenance analysis in accordance with GEIA-STD-0007-A to determine proper repair and maintainability coding; and
- (b) Collecting Engineering Data for Provisioning.  
(CDRL A002, A003, A004)

### **3.1.3 Manual Documentation**

The Contractor shall technically support the Government with updates to Technical Manuals (TM) and documentation as directed by the Government to include generation and recommendation for TM Change Pages. Technical Manuals include, but are not limited to, Technical Service Bulletins, Field Installation Guides, Installation and Operations Manuals, Lubrication Manual, Parts Breakdowns, and Parts List to the Government. These update tasks may include efforts such as:

- (a) Analyze MC ES-unique operations and maintenance manuals for impacts resulting from engineering changes;
- (b) Develop and submit redlines for government approval; and
- (c) Update manuals, as required.

The Contractor shall maintain the appropriate QA/QC Manuals for MC ES products and provide updates to the Government as directed. The Contractor shall maintain the current As Built Lists and Assembly Procedure Manuals, provide updates to these documents as required to maintain the systems and generate new documents when new systems are introduced. A list of all of these documents will be provided monthly to the COR. Source documents will be delivered on government request via CMPPro uploads.

The Contractor shall update all manuals to include upgrades to organizational level maintenance, changes in maintenance procedures, changes in QC and QA processes and changes in materiel configurations by vendors or changes emanating from approved engineering change proposals (ECPs) or government direction. These manuals shall be delivered to the government in a modifiable electronic format. (CDRL A001, A005)

## **3.2 Task Area #2 - Material Support Services**

NSWC PCD is responsible for providing gap coverage for provisioning and requisitions of MC ES parts and assemblies for MC ES systems that are fielded. The Contractor shall provide material support services to the Government to include fulfilling Fleet Marine Force material requests, inventory, procurement, and shipping. The Contractor shall work with NSWC PCD to ensure a smooth and seamless transition to the Marine Corps supply chain, as required.

Only items directly used for this order, for work within the scope, shall be purchased under the material line item. Material purchase above \$3,000 shall be approved by the Contracting Officer prior to purchase by the contractor. The purchase request shall be itemized and contain the cost or price analysis performed by the contractor to determine the reasonableness of pricing. The request and supporting documentation shall be submitted, in writing (e-mail is preferred), to the COR for concurrence prior to being submitted to the Contracting Officer for approval. (CDRL A006)

### **3.2.1 Fleet Marine Force (FMF) Material Requests**

The Contractor shall technically support the government by tracking all FMF material requests to support fielded systems from initiation, changes, packaging, shipping documentation, and actual shipping dates with Tracking Control Numbers. The Contractor shall maintain and make available for Government review upon request a cost and schedule plan for the Government to do stockage procurement to fill FMF material requests. The Contractor shall report the weekly status to the COR on outstanding material requests. Normal response time to a FMF material request is within one business day. Objective is to ship all FMF material requests within one work week. Any FMF material requests that are placed on back order shall be annotated with the active solution and status on the weekly report. For example, a FMF material request comes in for 50 Mine Roller System brackets that are not in stock; the weekly requisition report states the Government purchase process under the separate Mine Roller production contract, schedule and planned delivery dates with a Red, Yellow or Green risk status.

The contractor shall update the appropriate database and will provide NSWC PCD Supply with changes to status

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and shipments from the Contractor for entry into a database.

Any expenditures and accounting of material usage shall be reported in the monthly status report. Labor costs for receiving, handling, fabrication, storage, packaging and shipping of material shall be captured for possible incorporation into the total cost of provisioning parts and assemblies and reported as part of the monthly status report. The contractor shall report the status of the shipping of the FMF material requests. (CDRL A007)

### **3.2.2 Inventory**

Most of the components for the fielded MC ES equipment are disposed of rather than repaired; however some units are repaired; therefore support will consist of providing spares to operational units. The Contractor shall maintain the inventory for the MC ES systems, as required to include new, replacement, or substitute parts, tools and test equipment, support initial sparing requirements and shipping initial spares, maintain approved stock levels provided to Contractor as GFI to efficiently respond to these requirements. The Contractor shall provide recommendations to the COR and CO on adjustments to the stock levels after analysis of usage data.

NSWC PCD may provide parts as GFM and will coordinate with the Contractor. The Contractor may be required to receive the parts from another Contractor; therefore all transfer paperwork shall be properly tracked with DD1149 forms.

The Contractor shall provide a facility with sufficient capacity to maintain the inventory that has a fenced outdoor storage area for large piece parts with adequate room to maneuver forklifts and material handling equipment to load and unload trucks. The Contractor shall conduct a semi-annual (every six months) physical inventory of all materiel for MC ES taskings on hand (segregated by Government Furnished and Contractor purchased) and shall provide a reconciled inventory report to the Government. This report shall also identify quantities associated with individual delivery orders. This report shall include not only materiel associated with warehousing and inventory, but also materiel including tools, tables, software, etc. transferred from previous contracts and provided to the Contractor as GFE. (CDRL A008)

### **3.2.3 New, Replacement, or Substitute Items**

With approval of the COR, the contractor under rare circumstances may be required to procure new, replacement, or substitute parts, tools and test equipment to support FMF material requests, maintain inventory, support initial sparing requirements and shipping initial sparing, and to maintain government approved stock levels to efficiently respond to these requirements. For newly defined requirements, the contractor may be required to procure and assemble commercial off-the-shelf hardware for Government test and evaluation.

All incoming material shall undergo a receipt inspection prior to being inducted into inventory. All outgoing material shall undergo Final QA/QC inspection to assure compliance with appropriate specifications before it is shipped. All nonconforming material shall be documented with a Material Discrepancy Report which will be resolved through a joint Government and Contractor Material Review Board and documented for a historical tracking perspective.

All procurement cost data shall be captured and incorporated into a database on a monthly basis and a listing of items in the database provided on a monthly basis. Delivery shall be in an editable format and either submitted to the COR directly or through the appropriate database with notification to the COR. (CDRL A009)

### **3.2.4 Shipping**

The Contractor shall package shipments in accordance with PWS paragraph 2.1(a), 2.1(b) and using 2.3(a) for guidance as appropriate, coordinate shipping with Government surface and air transportation offices, and initiate shipment of the parts. All shipping and tracking information shall be communicated to the Government as part of the weekly requisition status report so that the receiving units can be kept apprised of delivery status. All shipping cost data shall be captured and incorporated into the requisition database.

### **3.3 Travel**

The Contractor shall, as required, travel as specified and approved by the Contracting Officer's Representative (COR) and Contracting Officer (CO). Travel expenses are limited by the Joint Travel Regulations. The contractor

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shall not exceed funded ODC cost without written authorization from the CO. Anticipated travel is listed below; however, additional travel may be required during the performance of this order.

Maintenance Center Albany, GA

### **3.4 Access to Government Facilities**

Contractor personnel may require access to NSWC PCD, including general workspaces, during normal working hours (Mon-Fri 0800-1800) and possibly on weekends during periods of high productivity, always under government oversight. Access to some buildings is controlled by programmable proximity cards, which will be supplied by the government, if required. The contractor shall provide a list of employees who require access to these areas, including standard security clearance information for them, to the building facility manager within 5 days of award. Contractor personnel may also require access to Maintenance Center Albany, Georgia.

### **3.5 Progress Reporting**

The contractor shall monitor cost expenditures, activities undertaken, and progress towards completion of work and report progress monthly. Progress reporting elements include items such as:

- (a) Narrative summary of the work performed and results obtained
  - (b) Anticipated activities for the following month
  - (c) An explanation of deviations from the last month's projections
  - (d) Current or projected problems and issues being worked by the contractor
  - (e) Current or projected problems and issues requiring government attention
  - (f) Trip Reports for travel performed including highlights/summary of technical discussion(s), action items and a list of attendees
- (CDRL A010)

### **4.0 GOVERNMENT FURNISHED PROPERTY (GFP)**

The Government will provide Government Furnished Information (GFI) required for the tasking as required.

Deliveries of Government material will be made at the Contractor's facility where it shall be received, inspected, inventoried and shelved. Receipt inspections and inventory levels of the material will be maintained. Issuances of the material from inventory shall be documented, along with DD Form 1149s and shipping documents. This documentation shall be delivered upon request.

### **5.0 DELIVERABLES**

The data deliverables shall be provided in accordance with the attached Contract Data Requirements Lists (CDRLs), DD Form 1423-1, Exhibit A. (All materiel procured in relation to this order, utilizing government funding, is the property of the Government and shall be surrendered to the Government at the expiration of the Task Order.)

### **6.0 PERIOD OF PERFORMANCE**

The Period of Performance for this Task Order will be stated in Section F.

### **7.0 SECURITY**

Data generated under this Task Order shall be unclassified. The Contractor will not be required to possess or store classified material in support of the PWS, however; the Contractor may be required to access materials or attend meetings at Government facilities that may include materials or discussions up to the SECRET/NATO level.

#### **7.1 Information Security Requirements**

##### **a. Controlled Unclassified Information (CUI):**

Controlled unclassified information (CUI) is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts.

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CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order 12958, as amended, but is (a) pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.

**b. Minimum Requirements for Access to Controlled Unclassified Information (CUI):**

Prior to access, contractor personnel requiring access to DON controlled unclassified information (CUI) or "user level access to DON or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" who do not have clearance eligibility are required to submit a Questionnaire for Public Trust Positions (Standard Form 85P) through the cognizant Facility Security Officer or contractor entity representative to NSWC PCD Security, for a suitability determination by DON Central Adjudication Facility.

**c. Minimum Protection Requirements for Controlled Unclassified Information (CUI):**

Task order deliverables taking the form of unclassified limited-distribution documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, shall not be posted on a publicly accessible web server or electronically transmitted via E-Mail unless appropriately encrypted.

**7.2 Operations Security**

a. Operations Security (OPSEC) is concerned with the protection of critical information: facts about intentions, capabilities, operations, or activities that are needed by adversaries or competitors to bring about failure or unacceptable consequences of mission accomplishment.

Critical information includes information regarding:

- Operations, missions, and exercises, test schedules or locations;
- Location/movement of sensitive information, equipment, or facilities;
- Force structure and readiness (e.g., recall rosters);
- Capabilities, vulnerabilities, limitations, security weaknesses;
- Intrusions/attacks of DoD networks or information systems;
- Network (and system) user IDs and passwords;
- Movements of key personnel or visitors (itineraries, agendas, etc.); and
- Security classification of equipment, systems, operations, etc.

b. The contractor, subcontractors and their personnel shall employ the following countermeasures to mitigate the susceptibility of critical information to exploitation, when applicable:

- Practice OPSEC and facilitate OPSEC awareness;
- Immediately retrieve documents from printers assessable by the public;
- Shred sensitive and Controlled Unclassified Information (CUI) documents when no longer needed;
- Protect information from personnel without a need-to-know;
- When promulgating information, limit details to that essential for legitimacy;
- During testing and evaluation, practice OPSEC methodologies of staging out of sight, desensitization, or speed of execution, whenever possible.

**8.0 RELEASE OF INFORMATION**

Release of Information shall be in accordance with Section I of the Basic Contract, DFARS Clause 252-204-7000, Disclosure of Information.

**9.0 PERFORMANCE BASED REQUIREMENTS**

This requirement is performance based. The contractor's performance will be evaluated by the government as described in the Quality Assurance Surveillance Plan (QASP). The first evaluation will cover the period ending six months after date of task order award with successive evaluations being performed at the end of each twelve-

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month period of performance thereafter until the contractor completes performance under all tasks. Evaluations will be posted to the Contractor Performance Assessment Report System (CPARS).

## 10.0 GOVERNMENT-CONTRACTOR RELATIONSHIP

(a) The services to be delivered under this Task Order are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the Task Order between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on NSWC PCD property or attending meetings in the performance of this Task Order. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not NSWC PCD employees. In addition, when working on NSWC PCD property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not NSWC PCD employees.

(c) The Contractor is responsible for supervision of all contractor personnel assigned to this Task Order. The Contractor shall exercise ultimate control over all aspects of Contractor personnel day-to-day work under this delivery order including the assignment of work, means and manner of Contractor employee performance and the amount of Contractor supervision provided. The Contractor shall be ultimately responsible for all aspects of performance under this Task Order including the work of its Contractor personnel.

Contractor personnel under this Task Order shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other NSWC PCD contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(4) Have access to proprietary information belonging to another without the express written permission of the owner of that proprietary information.

(d) Employee Relationship:

(1) The services to be performed under this Task Order do not require the Contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives and requirements that are issued by the U.S. Navy and NSWC PCD under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services Task Order.

(e) Inapplicability of Employee Benefits: This task order does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this task order are not subject to the Federal income tax withholdings.

(2) Payments by the Government under this task order are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this task order.

(4) The contractor is not entitled to workman's compensation benefits by virtue of this task order.

(5) The entire consideration and benefits to the Contractor for performance of this task order are contained in the provisions for payment under this task order.

(f) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor task order activities and

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notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature, and circumstances of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

- (i) confirm the conduct is in violation and when necessary direct the mode of further performance,
- (ii) countermand any communication regarded as a violation
- (iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
- (iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date.

## 11.0 SUBCONTRACTOR CONSULTANTS

(a) In addition to the information required by FAR 52.244-2 in the contractor's basic SeaPort-e contract, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement. These requirements apply to all subcontracts/consulting agreements where labor hours performed will be counted against the requirements of the Level of Effort clause in Section H of the Task Order.

(1) A copy of the proposed subcontractors cost or price proposal.

(2) The results of negotiations to incorporate rate caps no higher than the lower of (i) SeaPort-e rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort-e prime, (ii) rate caps that are no higher than the subcontractor's prime SeaPort-e contract.

(3) Detailed justifications to include second-tier subcontracting to other subcontractors or consultants to include a rationale why these additional firms or consultants could not be obtained by subcontracts or consulting agreements with the prime contractor.

(b) As required by FAR 15.404-3(b) the contractor shall conduct an appropriate cost or price analysis and include the results of this analysis with each request to add a subcontractor or consultant."

(c) T&M pricing arrangements require an accounting system rating of adequate. In these instances, the contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. The prime contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed SeaPort-e limitations. In the case of subcontracts with T&M or Labor Hour pricing arrangements, also identify specific additional surveillance/controls to be employed by the prime contractor to ensure that efficient performance methods are being employed.

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## **SECTION D PACKAGING AND MARKING**

Delivery shall be in accordance with the clauses in the basic contract.

### **MARKING OF REPORTS (NAVSEA) (SEP 1990)**

All reports delivered by the Contractor to the Government under this Task Order shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

Name of Individual Sponsor:  
Name of Requiring Activity:  
City and State

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

### **DISTRIBUTION LIMITATION STATEMENT**

Technical documents generated under this Task Order shall carry the following Distribution Limitation Statement. Word-processing files shall have the statements included in the file such that the first page of any resultant hard copy shall display the statements. Additionally, each diskette delivered shall be marked externally with the statements and proper security classification.

#### **DISTRIBUTION STATEMENT D:**

DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND US DEPARTMENT OF DEFENSE CONTRACTORS ONLY: ADMINISTRATIVE/OPERATIONAL USE (CONTRACTOR INSERT DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO THE COMMANDER, NAVAL SURFACE WARFARE CENTER PANAMA CITY DIVISION, ATTN: CODE E25, 110 VERNON AVENUE, PANAMA CITY, FL 32407-7001.

DESTRUCTION NOTICE – For Classified Documents, follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual, Chapter 5, Section 7 or DOD 5200.1-R, Information Security Program Regulation. For Unclassified, Limited Documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document. Any document or portion thereof carrying the above statement must be submitted to NSWC PCD and be approved for public release prior to any public display or presentation.

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and acceptance of services and deliverables will be accomplished by Government personnel at the Naval Surface Warfare Center Panama Division, as specified in Section J, Exhibit A, Contract Data Requirements Lists (CDRLs) and Attachment J.6, Quality Assurance Surveillance Plan (QASP). The plan defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>.

All deliverables shall be FOB Destination.

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## **SECTION F DELIVERABLES OR PERFORMANCE**

### **CLIN - DELIVERIES OR PERFORMANCE**

Services may be performed at the Contractor facility, Naval Surface Warfare Center Panama City Division (NSWC PCD) or travel location. Location is dependent upon type of task being performed.

### **DURATION OF TASK ORDER PERIOD**

The period of performance for this Task Order is 17 November 2011 to 16 November 2012.

In accordance with Attachment J.6, Quality Assurance Surveillance Plan (QASP), performance may continue for up to two additional years based on the contractor's performance and other criteria specified therein.

The estimated periods of performance for the Award Term items are as follows:

4001 17 November 2012- 16 November 2013

6001 17 November 2012- 16 November 2013

4002 17 November 2013- 16 November 2014

6002 17 November 2013- 16 November 2014

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## SECTION G CONTRACT ADMINISTRATION DATA

### ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort-e, all funding is identified/obligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the SeaPort-e software. Each obligation of funds receives a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual functional area or Technical Instruction that is funded incrementally, could have one ACRN but multiple SLINs. Accounting for expenditures and invoicing at the SLIN level is required.

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### GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT

#### Procurement Contracting Officer

Mary F. Hines, Code B32  
Panama City, Florida 32407  
[mary.f.hines@navy.mil](mailto:mary.f.hines@navy.mil)  
(850) 235-5389

#### Contract Specialist

Matthew Kopp  
110 Vernon Avenue  
Panama City, Florida 32407  
[matthew.kopp@navy.mil](mailto:matthew.kopp@navy.mil)  
(850) 636-6115

#### Contracting Officer Representative

Roger Parry  
110 Vernon Avenue  
Panama City, FL 32407  
[roger.parry@navy.mil](mailto:roger.parry@navy.mil)  
(850) 636-6360

#### Alternate Contracting Officer Representative

Christal Martin  
110 Vernon Avenue  
Panama City, FL 32407  
[christal.f.martin@navy.mil](mailto:christal.f.martin@navy.mil)  
(850) 230-7530

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### NSWCPC – G12 INVOICE INSTRUCTIONS (WAWF)

(a) In accordance with the clause of this contract entitled “ELECTRONIC SUBMISSION OF PAYMENT REQUESTS” (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

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(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are “Getting Started for Vendors” and “WAWF Vendor Guide”.

(c) The designated CCR EB point of contact is responsible for activating the company’s CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company’s CAGE code on WAWF and follow the instructions for a group administrator. After the company is setup on WAWF, any additional persons responsible for submitting invoices must self-register under the company’s CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (contracting officer check all that apply)

- Invoice (FFP Supply & Service)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (contracting officer complete appropriate information as applicable)

ISSUE DODAAC	N61331
ADMIN DODAAC	S2404A
PAY OFFICE DODAAC	HQ0338
INSPECTOR DODACC	LEAVE BLANK
SERVICE ACCEPTOR DODAAC	S2404A
SERVICE APPROVER DODAAC	S2404A
SHIP TO DODAAC	N61331 (for invoicing purposes only)
DCAA AUDITOR DODAAC	HAA47B
LPO DODAAC	N61331
INSPECTION LOCATION	SEE SECTION E
ACCEPTANCE LOCATION	SEE SECTION E

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To: [MATTHEW.KOPP@NAVY.MIL](mailto:MATTHEW.KOPP@NAVY.MIL); AND [roger.parry@navy.mil](mailto:roger.parry@navy.mil)

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866-618-5988 number or the NSWC Panama City WAWF point of contact June Fordham at (850) 234-4755. The NSWC Panama City WAWF alternate point of contact is Colette Hazard at (850) 235-5363. Questions may be sent via email to [nswcpd\\_wawf@navy.mil](mailto:nswcpd_wawf@navy.mil).

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**EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES**

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility-related problem that prevents personnel from working, on-site contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility-related problem), on-site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the task order.

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

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Accounting Data
SLINID  PR Number          Amount
-----
400001  10661039              100000.00
LLA :
AA 97X4930 NH1D 000 77777 0 061331 2F 000000 31V7511LSS26
```

```
BASE Funding 100000.00
Cumulative Funding 100000.00
```

MOD 01

```
400002  1300242486          260000.00
LLA :
AB 1711109 6520 310 67854 067443 2D 6520B1 1RC16940155F
```

```
MOD 01 Funding 260000.00
Cumulative Funding 360000.00
```

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### BASIC CONTRACT CLAUSES

As applicable, all clauses contained in the basic, multiple award contract apply to any task order resulting from this solicitation.

#### 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this Task Order, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

#### 5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 130,521 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.
- (b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

- (d) The level of effort for this contract shall be expended at an average rate of approximately 837 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

- (e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be

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subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

(End of Text)

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**BASIC CONTRACT CLAUSES**

**As applicable, all clauses contained in the basic, multiple award contract apply to any task order resulting from this solicitation.**

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**CHANGES IN KEY PERSONNEL**

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior

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notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) The contractor agrees that during the first 180 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed key personnel substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least thirty (30) days, or forty-five (45) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (1) An explanation of the circumstances necessitating the substitution;
- (2) A complete resume of the proposed substitute;
- (3) The hourly rates of the incumbent and the proposed substitute;
- (4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution; and
- (5) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) In the event a requirement to increase the specified level of effort for a designated key labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

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#### **CERTIFICATION AND QUALIFICATIONS**

(a) Contractor personnel supporting Task #2 shall be certified to operate a forklift IAW Occupational Safety and Health Administration (OSHA) regulations (1910.178) and meet the licensing and training requirements of Sections 6 through 9 of NAVFAC P-307 (as applicable) and Forklift Certification, Attachment J.7. Contractor personnel who have current fork lift operator permits must be approved by Naval Support Activity Panama City (NSA PC) prior to the operation of said equipment anywhere onboard NSA PC or NSWC PCD. Certification and approval must be obtained within 10 days of contract award.

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#### **NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)**

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

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(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

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**GOVERNMENT FURNISHED INFORMATION (GFI)**

NSWC PCD will provide the Contractor with access to all required program documentation at NSWC PCD through the Task Order period of performance. Access will be normally limited to Monday through Friday 0700-1700. Disposition of GFI will be made at contract completion, unless requested earlier.

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**CAPPED RATES**

The Offeror shall apply realistic rates that do not exceed the maximum capped rates contained in the basic contract. The Offeror shall identify each capped rate contained in its Seaport contract. The capped rates shall not be exceeded. The capped rates shall flow down and become a part of the task order awarded as a result of this solicitation.

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## SECTION I CONTRACT CLAUSES

**APPLICABLE CLAUSES ARE CONTAINED IN THE BASIC CONTRACT. ADDITIONAL CLAUSES ARE INCORPORATED BY REFERENCE.**

### **DFARS 252.204-7000 DISCLOSURE OF INFORMATION. (DEC 1991)**

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#### **52.217-9 Option to Extend the Term of the Contract (Mar 2000)**

**(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.**

**(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.**

**(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.**

**(End of clause)**

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#### **52.222-2 Payment for Overtime Premiums (Jul 1990)**

**(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --**

**(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;**

**(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;**

**(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or**

**(4) That will result in lower overall costs to the Government.**

**(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--**

**(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;**

**(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;**

**(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and**

**(4) Provide reasons why the required work cannot be performed by using multishift operations or by**

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**employing additional personnel.**

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**252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (Dec 2010)**

**(a) Definitions. As used in this clause—**

**“Covered subcontractor” means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.**

**“Subcontract” means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract thereunder.**

**(b) The Contractor—**

**(1) Agrees not to—**

**(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration—**

**(A) Any claim under title VII of the Civil Rights Act of 1964; or**

**(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or**

**(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration—**

**(A) Any claim under title VII of the Civil Rights Act of 1964; or**

**(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and**

**(2) Certifies, by signature of the contract, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.**

**(c) The prohibitions of this clause do not apply with respect to a contractor’s or subcontractor’s agreements with employees or independent contractors that may not be enforced in a court of the United States.**

**(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404.**

**(End of clause)**

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## **SECTION J LIST OF ATTACHMENTS**

Attachment J.1 Contract Data Requirements Lists (CDRLS)

Attachment J.2 Quality Assurance Surveillance Plan

Attachment J.3 DD Form 254

Attachment J.4 Wage Determination 05-3001 Rev 11

Attachment J.5 Forklift Certification